

Elixir Therapeutics, LLC
First Choice for First Responders

1515 SW Fifth Avenue, Suite 600
Portland, Oregon 97201

917-991-7665 - Finance
818-400-2838 - Procurement

info@elixirtherapeutics.com



IRREVOCABLE CORPORATE PURCHASE ORDER

DATE: 8/15/2021

ORDER #: 5410

TRANSACTION CODE: ET-TNR-200M-3PLY

SELLER:
TNR Holding Group, Inc.
P.O. Box 370023
El Paso, Texas 79937
Attn: Ricardo Blanco Flores

PICKUP LOCATION(S):
Warehouse locations to be supplied
by Seller (approx. 4 locations) and
1,700+ Containers located in the
Ports of Los Angeles / Long Beach
(Seller to advise)

PRODUCT	BRAND/MODEL	PACKAGING
Level 1 / 3PLY / Disposable Face Masks FDA Class I, CE, ISO Certified, per attached specs.	Guoyan and other brands Seller to advise	Box of 50 pcs. Min. Expire Date / 3 yrs.
SIZE DISTRIBUTION	REGULATORY	TYPE OF SALE
One Size Fits All	GB/T 32610-2016	SPOT / OTG Inventory
QUANTITY	PRICE PER BOX (USD)	TOTAL ("Total Price")
200 Million Boxes	\$ 1.55 All In	\$ 310,000,000

PRICE INCLUDES A \$0.05 COMMISSION TO BUYER'S REPRESENTATIVES - LISA SOHANPAL AND ONE
OTHER - TBD.

CONDITIONS OF PAYMENT AND THE STANDARD OPERATING PROCEDURES ("SOP") FOR THE
CONTEMPLATED TRANSACTION ARE OUTLINED ON PAGE TWO (2) HEREOF.

LAWYERS FOR BUYER

Mr. Michael Driver
Squire Patton Boggs, Senior Partner
1801 California Street, Suite 4900
Denver, Colorado 80202
O: 303-894-6147
Email: michael.driver@squirepb.com

Paul Goyette
Goyette and Associates
2366 Gold Meadow Way, Ste 200
Gold River, CA 95670
O: 916-851-1900
Email: goyettep@goyette-assoc.com

NAME: Ricardo Blanco Flores **TNR HOLDING GROUP, INC. ("SELLER")**

TITLE: Director

DocuSigned by:
BY:
2C8D5FD2AE8483...

NAME: Martin L. Hudler

ELIXIR THERAPEUTICS, LLC ("BUYER")

TITLE: Managing Director

DocuSigned by:
BY:
2C8D5FD2AE8483...

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ON THE GROUND ("OTG") PRODUCTS CLEARED THROUGH US CUSTOMS

(TRANSACTIONAL STANDARD OPERATING PROCEDURES – TERMS AND CONDITIONS)

1. Buyer submits to Seller this Irrevocable Corporate Purchase Order ("ICPO").
2. Seller executes this ICPO and returns a fully executed copy of this ICPO to Buyer. Thereafter, if requested the Buyer will submit to Seller, Buyer's Anti-Money Laundering ("AML"), and Buyer's Know Your Customer ("KYC") documents for Seller's review.
3. Seller provides Buyer with the addresses where the Products are currently being stored. Seller has represented to Buyer that the Products are being stored in four (4) separate commercial/industrial storage facilities (the "Warehouse(s)") and in approximately 1,700 to 2,000 shipping containers. All the Products are in the Los Angeles, California basin and/or the Port of Los Angeles / Long Beach (the "Port"). Not later than 48 hours from the time and date the Seller executes this ICPO, the Seller will provide Buyer with the Seller's Documents as outlined herein and will begin to schedule inspections of the Products at either the Warehouses or the Port. This ICPO is based upon an "inspect and pay" basis.

(i.e., Buyer begins their inspection of one of the Warehouses on Monday, upon Buyer completing their inspection at the Warehouse, Buyer will then tender payment to Seller for all the Products inspected and approved of that day by Buyer)

This process will continue daily until the Buyer has inspected all the Product in the Warehouses and the Port; however, no inspections will be done on a Saturday, Sunday, or legal holidays. Buyer and Seller can mutually agree to alter the inspection schedule so long as both parties agree.

4. After Buyer's purchase of inspected Products, Seller will allow the Buyer up to fifteen (15) business days or rent or storage cost fees in which to either (a) move all the Products from the Warehouse at Buyer's expense, (b) move the shipping container from the Port at Buyer's expense, (c) assume the rental or lease agreement under which the Products are being stored at a Warehouse or the Port and then relive the Seller of any ongoing liability or costs associated to storage, insuring, and moving the Products at a later date.
5. Upon Buyer tendering payment for inspected and approved Products, Seller will assign, transfer, and deliver to Buyer all the Seller's Documents for the inspected Products at no additional cost to Buyer, including the cost to deliver the Seller's Documents to Buyer.
6. At the conclusion of any inspection of Product, the Buyer's rejects all or a portion of the Product, the Buyer shall deliver to the Seller the Buyer's rejection notice (the "Buyer's Rejection Notice").
7. If Buyer delivers the Buyer's Rejection Notice, the Buyer's Rejection Notice will clearly define why all or a portion of the Products are being rejected, which both Buyer and Seller agree shall be specifically limited to (1) the Products or a portion thereof are damaged, (2) the Products or a portion thereof do not meet the OEM's specifications or as represented, (3) the Products or a portion thereof do not meet the quality as outlined in the OEM's specifications or as represented, or (4) the quantities of the Product is less than as represented by Seller and outlined in this ICPO. If the Products or a portion thereof as stated herein are affected by items 1, 2, 3 or 4 of this section 7 ("Rejected Product"), the sole remedy shall be that Seller shall either credit the Buyer the value of the Rejected Product at the time of closing, providing no more than five percent (5%) of the Products are considered Rejected Product, or in the case that the Rejected Product exceeds five percent (5%) of the total Products, Buyer shall have the unfettered right, but not the obligation to cancel this ICPO and any subsequent agreements.
8. As a matter of clarification only, if an inspection of Product takes from 9:00 AM to 4:30 PM Pacific Time, and assume the Buyer approves of the Product, the Buyer will be unable to wire or transfer a portion of the Total Price to Seller before the next business day.
9. After any payment of the Total Price is tendered, the liability of loss, damage, theft, destruction, or other peril to the Product lies with the Buyer and only the Buyer.
10. Buyer and Seller agree to work in harmony and as professionals in the execution of this ICPO and the terms and conditions contained herein relative to the sale, transfer, and movement of the Product before and after all or a portion of the Total Price has been tendered by Buyer and received by Seller.
11. Seller represents and warrants that the pictures attached to this ICPO are the picture of one box of a specific manufacturer who is manufacturing the Products outlined in this ICPO. However, the Product will be the products of 5 – 8 separate and distinct manufacturers who manufacture the "exact same mask". Buyer and Seller agree so long as the Products are consistent and each mask is of the exact same quality and type, Buyer will accept the Products from different manufacturers, subject to Seller supplying the Buyer with Seller's Documents from each manufacturer.

SELLER'S DOCUMENTS:

1. Seller's unredacted, verifiable SGS Report to include Lot numbers
2. Origin Invoice and Original Packing Lists
3. OEM'S Quality Certificate
4. Certificates of Origin
5. All Airway / Shipping Invoices / Bills of Lading
6. All Warehouse leases to be assumed by Buyer
7. All Addresses of where the Products are being stored

Seller Initials

Buyer Initials

Elixir Therapeutics, LLC

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**IRREVOCABLE CORPORATE
PURCHASE ORDER**

DATE: 8/15/2021

ORDER #: 5410

TRANSACTION CODE: ET-TNR-200M-3PLY

PRODUCT PICTURES



DS
[Signature]

DS
[Signature]

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IRREVOCABLE CORPORATE PURCHASE ORDER

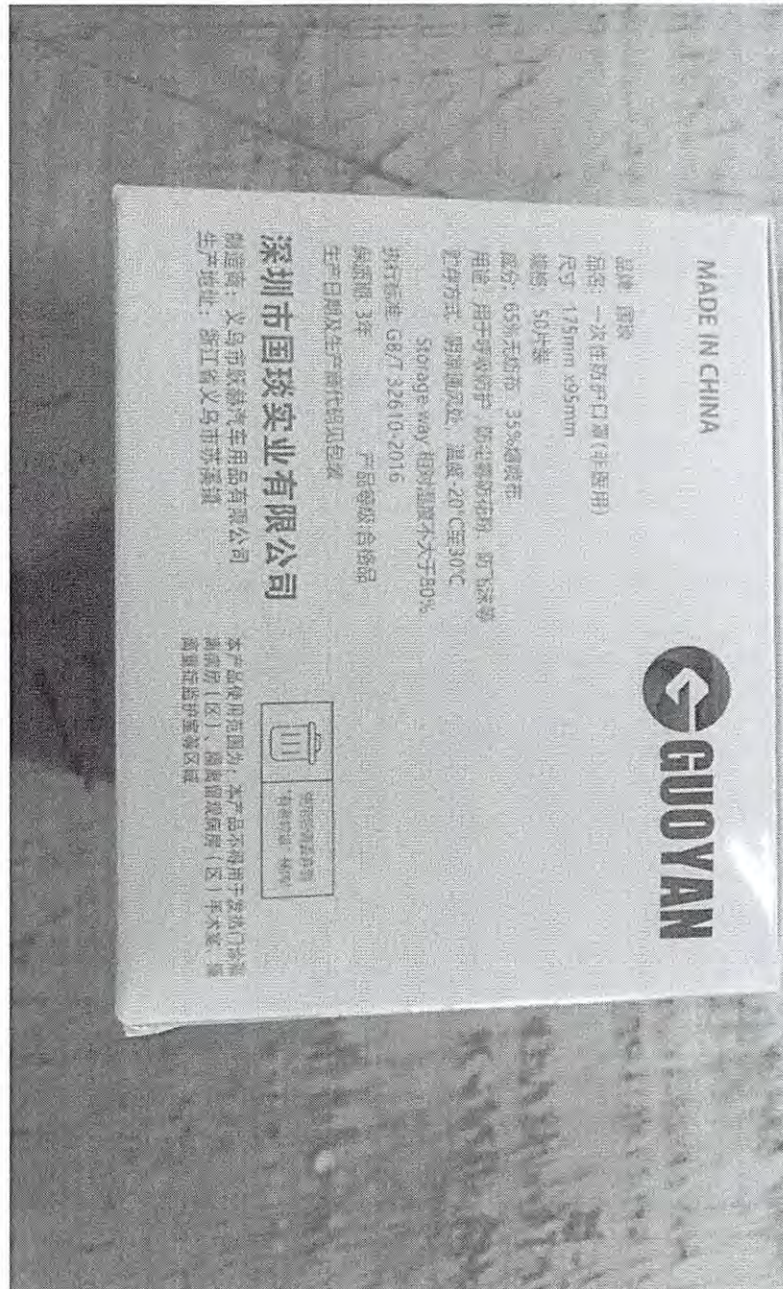
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PRODUCT PICTURES

1,700+ Containers located in the



DS
[Signature]

DS
[Signature]

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DS
[Signature]

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PRODUCT PICTURES



Page 7

Seller Initials

DS
[Signature]

Buyer Initials

DS
[Signature]

TNR HOLDING GROUP, INC

P.O. BOX 370023

EL PASO, TX 79937

PHONE: (432)-940-5685 / (915)-217-3930

EMAIL: RICARDO71@SBCGLOBAL.NETJSHORTYA@AOL.COM**COMMERCIAL INVOICE****Elixir Therapeutics, LLC**

First Choice for First Responders

1515 SW Fifth Avenue, Suite 600
Portland, Oregon 97201917-991-7665 - Finance
818-400-2838 - Procurementinfo@elixirtherapeutics.com

Ship To: N/A

Invoice No.: 20210818

Customer ID:

ET-TNR-200M-3PLY

Date	Order No.	Sales Rep.	FOB	Ship Via	Terms	Tax ID
08-18-2021	20210818	RICK		TRUCKED/RAIL	PAY ON SITE WIRE/CASH	83-1829233

Quantity	Item	Description	Discount	Taxable	Unit Price	Total
900,000 BOXES	MASKS	3ply BLUE DISPOSABLE FACE MASK 50CT			\$1.55USD	\$1,395,000.00USD
		900K ARE AT PORT FOR PICK UP				

TNR HOLDING GROUP, INC.

RICARDO FLORES CEO

JOSE (SHORTY) ARRAS CFO

BBVAUSA/PNC

Account #: 6787486604

Routing #: 113010547

Swift Code: BBVAUS33

690 SUNLAND PARK DR

EL PASO, TX 79912

Subtotal:	\$1,395,000.00
Deposit:	\$
0.0825 Tax:	\$
Miscellaneous:	
Balance Due:	\$1,395,000.00

TNR HOLDING GROUP, INC

P.O. BOX 370023
 EL PASO, TX 79937
 PHONE: (432)-940-5685 / (915)-217-3930
 EMAIL: RICARDO71@SBCGLOBAL.NET
JSHORTYA@AOL.COM

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Ship To: N/A

Invoice No.: 20210818

Customer ID:

ET-TNR-200M-3PLY

Date	Order No.	Sales Rep.	FOB	Ship Via	Terms	Tax ID
08-18-2021	20210818	RICK		TRUCKED/RAIL	PAY ON SITE WIRE/CASH	83-1829233

Quantity	Item	Description	Discount	Taxable	Unit Price	Total
100,000 BOXES	MASKS	3ply BLUE DISPOSABLE FACE MASK 50CT			\$1.55USD	\$155,000.00USD
		100K ARE AT WAREHOUSE FOR PICK UP				

TNR HOLDING GROUP, INC.

RICARDO FLORES CEO
 JOSE (SHORTY) ARRAS CFO

BBVAusa/PNC

Account #: 6787486604
 Routing #: 113010547
 Swift Code: BBVAUS33
 690 SUNLAND PARK DR
 EL PASO, TX 79912

Subtotal:	\$155,000.00
Deposit:	\$
0.0825 Tax:	\$
Miscellaneous:	
Balance Due:	\$155,000.00

Wire Transfer

DWR-00093533 - CENTURION CASCADE LLC (5231)

Northwest Bank

Wire Details

Transaction Number DWR-00093533
Recurring Frequency One-Time Payment
Amount USD 150,000.00
Debit Account *9979 - CHECKING (ELIXIR THERAPEUTICS LLC) - Northwest Bank (123206956)
Notify Initiator Options Pending Actions: Notify via EMAIL
 Pending Release: Notify via EMAIL
 System Events: Notify via EMAIL
 Complete - Unsuccessful: Notify via EMAIL
 Complete - Successful: Notify via EMAIL
 Early Action Taken: Notify via EMAIL
 Early Action Removed: Notify via EMAIL
 Expired: Notify via EMAIL
Payment Date 08/19/2021

Beneficiary / Payee Information

Name TNR Holding Group, Inc.
Beneficiary ID Type Account Number
Beneficiary ID [REDACTED] 6604
Address 1
Address 2
Address 3
Beneficiary Country US
Contact Name
Phone Number

Beneficiary Bank Information

Name BBVA USA
Beneficiary Bank ID Type Fed ABA
Beneficiary Bank ID 113010547
Address 1
Address 2
Address 3
Intl Routing Number
Beneficiary Bank Country US

Additional Reference Information

Purpose Of Payment

Additional Information For Invoice: 20210818
Beneficiary

Status History

Timestamp	Status	Initiator	Description
Aug 19, 2021 10:07:30 AM PDT	Completed	SYSTEM	Confirmation Number: 20210819GMQFMP01012301
Aug 19, 2021 9:50:02 AM PDT	Delivered	SYSTEM	Wire Delivered.
Aug 19, 2021 9:50:01 AM PDT	Pending Delivery	[REDACTED]	Wire Released.
Aug 19, 2021 9:47:28 AM PDT	Pending Release	SYSTEM	The transfer is available for release.
Aug 19, 2021 9:47:28 AM PDT	Created	[REDACTED]	Wire Created.

WirePlus

8/20/2021



Creating Opportunities

Domestic Wire Transfer Request Form

Execution Date of Transfer: Aug 20, 2021

AMOUNT INFORMATION

Wire Amount (USD):

105,000.00

RECEIVING / BENEFICIARY BANK INFORMATION

Bank Name: CITIZENS BANK, NATIONAL ASSOCIATION

(Bank where beneficiary or beneficiary bank holds an account)

Bank Address: CITIZENS BANK, NATIONAL ASSOCIATION

PHILADELPHIA, PA USA

(Please provide at minimum city, and state or country)

Bank ID: 036076150

(ABA#, SWIFT No., or other routing code)

Other Information:

ORIGINATOR INFORMATION

Debit Account #: 6604

Name: TNR HOLDING GROUP INC

Street Address: 1325 NORTHWESTERN DR APT 1104

El Paso, TX 79912- US

INTERMEDIARY / BENEFICIARY BANK INFORMATION

Bank Name:

Bank Address:

Bank ID:

ORIGINATOR CONTACT INFORMATION

Name: RICARDO BLANCO FLORES

Phone Number: 4329405685

Fax #:

Email Address: RICARDO71@SBCGLOBAL.NET

BENEFICIARY / REFERENCE INFORMATION

Credit Account #: 1139

Name: PODS USA LLC

Street Address: UNKNOWN

US

Note: To prevent delaying and assure timely processing, please complete the beneficiary address information above.

Reference Beneficiary Information: 3PLY MASK INVOICE: POD021921

Reason for Transfer (if provided):

The undersigned customer/originator acknowledges receipt of the agreement on the reverse side of this request and agrees to its terms and conditions.

Originator Signature:

Date:

Aug 20, 2021

Notice: If you provide an incorrect account number or recipient institution identifier, or otherwise incorrectly identify the account to which funds should be deposited, and the incorrect information results in the funds being deposited lose the transfer amount.

☒ Driver License

04589052, TX

☐ PASSPORT:

COUNTRY:

BBVA USA will charge a fee for the wire transfer requested according to the type of wire transfer requested as set forth wire transfer fees.

FOR USE BY WMG:

Confirm With:

Date:

Time:

By:

TO BE COMPLETED BY BANKING CENTER/DEPARTMENT - PLEASE PRINT OR TYPE CLEARLY

Note: All Wires Require Both Initiator and Review/ Approval Signatures** (If the Reviewer/Approver is not located at the original Branch/Dept of the Wire - In the Reviewed/Approved by fields - Notate their Name and Telephone number.) Forward the WTRF and supporting documents as outlined in the Guide for Completing Wire Transfer Requests.

Initiated By (Print)
Flores, Michael (S105052)

Time Called Secure Voice Mail (WTD)

Reviewed/Approved By (Print)

Initiated By (Signature)

Available Balance

Reviewed/Approved By (Signature) OR
Telephone# (remote approver)



Via E-mail

August 23, 2021

Attn: Martin L. Hudler
Managing Director
Elixir Therapeutics, LLC
1515 SW Fifth Avenue, Suite 600
Portland, Oregon 97201

CEASE & DESIST

Dear Mr. Hudler:

The undersigned and the Saltiel Law Group represent Pods USA, LLC. ("Pods") and Mr. Deepak Poddar.

It has come to my attention, and am in receipt of, the myriad of email communications sent by you to Mr. Poddar, as of the date of this correspondence, regarding the transaction contained in Invoice #POD081921, for 940,000 boxes of 3-ply masks. While neither my client nor this law firm engage with you on the numerous meritless comments, claims and personal attacks launched by yourself against Mr. Poddar, which are irrelevant to the transaction and expressly denied by them, please note that neither my clients nor this law firm take your libelous conduct lightly. While we do not intend to take this matter any further at this time (without waiver of any rights), Pods will take severe and swift legal action against you and Elixir Therapeutics, LLC ("Elixir") should you fail to immediately desist from such conduct. Particularly, any such defamatory conduct made public and that may result in damages to both Mr. Poddar and Pods.

In addition, as has been communicated by Mr. Poddar in writing, at this time, the above referenced transaction has been cancelled and Pods does not wish to proceed with any such business with Elixir or yourself. Your assertions are incorrect that there are any contractual documents or obligations between Pod and Elixir that prevent Pods from withdrawing from this transaction. The only transactional document in Pods possession (i.e., the invoice in question) does not provide for any such limitation in terminating the contractual relationship. As such, please accept this notice as confirmation of Pods' notice of termination of said transaction, effective immediately. Please desist from any communication with Mr. Poddar or Pods, as there is no basis for continued dialogue or negotiations. Our law firm will be handling any necessary communications going forward, and the return of all deposits that may have been paid by elixir or its end-buyer in relation to this transaction. Please coordinate with us as such.

Following on the return of deposits, our records show that an entity by the name of TNR Holding Group, Inc. ("TNR Holding") paid \$105,000.00 to the benefit or on behalf of Elixir. From that amount, \$5,000.00 were returned to TNR Holding as the transaction was cancelled. Accordingly, Pods will be arranging the return of the \$100,000.00 deposit paid in relation to this transaction, directly to the issuer, TNR Holding. While we understand that there is an NCNDA in place between Elixir and Pods and, in no way, Pods is intending to violate the terms of that agreement, given the current state of the communications between the two companies and your claims and threats, Pods requires written confirmation and authorization directly from TNR Holding authorizing and directing Pods to return the funds to the account designated by TNR Holding under its name. Accordingly, we respectfully request that you promptly coordinate with TNR Holding to provide the necessary information to the undersigned on behalf of Pods. Upon satisfactory receipt of the same, Pods will arrange the return of the \$100,000.00 deposit. Failure to do so within three (3) days of this correspondence, will cause our law firm to file an interpleader court proceeding, naming Elixir and TNR Holding, to designate and consign the funds into the Court registry until further order of

201 Alhambra Circle | Suite 802 | Coral Gables, Florida 33134
p. 305-735-6565 | f. 786.332.6225 | www.saltielawgroup.com

the court. Unfortunately, your claims and assertion leave us no choice but to take such action, in the best interest and protection of Pods.

Aside from the transactional matters addressed above, it has also come to my clients' attention that you, Elixir and TNR Holding have engaged, jointly and individually, in conduct that violates the terms of the NCNDA you, Elixir and TNR Holding entered into with Pods. Namely, all of you have attempted to directly engage in communications with Pods' affiliate/supplier, while knowing full-well that said contact results in breach of the NCNDA. While it may have been Elixir and/or TNR's intent all along to circumvent Pods, my clients hereby demand strict compliance with the terms of the NCNDA and remind you, Elixir and TNR Holding of the legal implications of said agreement. Pods will not take such actions lightly and will seek all available remedy to ensure compliance, including but not limited to seeking injunctive relief as well as all attorney's fees and costs associated with the same. Accordingly, you, Elixir and TNR Holding are hereby demanded to immediately cease and desist from any attempt to communicate with Pods' suppliers and/or affiliates, as covered in the NCNDA, or cause any third party and/or any affiliate of Elixir and TNR Holding from engaging in said conduct.

Finally, you admittedly engaged in unconsented recordings of Mr. Poddar, as stated on your emails. You may or may not be aware that recording a private conversation without disclosing to the individual that he or she is being recorded is a felony in almost every state of the U.S., and punishable offense by law. Again, while my clients are not interested in engaging in protracted litigation or taking any further action at this time, I hereby demand that you immediately turn over any recordings of Mr. Poddar or anybody else's affiliated or related to Pods and, after delivering the same, destroy any copies in your or Elixir's possession. Failure to provide such recordings and proof of destroying any remaining copies in your possession within twenty-four (24) hours of this correspondence will result in reporting you to the corresponding authorities to investigate the matter.

I reiterate, on behalf of my clients, that no further efforts or action will be engaged by my clients in furtherance of this transaction, unless otherwise necessary as detailed above. Thank you for your time and consideration to this matter, I look forward to receiving the material requested in this correspondence forthwith and assisting the parties to conclude any business remaining between them.

PLEASE GOVERN YOURSELF ACCORDINGLY.

Sincerely,


Moises A. Salliel

cc: Martin L. Hudler
Elixir Therapeutics, LLC
TNR Holding Group, Inc.
Pods USA, LLC
Deepak Poddar

Payment Details



Pods Capital LLC - BPODCAP

PAYMENT ID: 59

Payment Type	Wire - Domestic
Status	Approved
Entry Method	Freeform
Value Date	08/23/2021
Tran Date	08/23/2021
Credit Amount	5,000.00 USD
Debit Amount	5,000.00 USD
Exchange Rate	1
Customer Ref	Refund TNR
Tnum	2839082

DEBIT ACCOUNT

Number	[REDACTED]
Name	Operating Account
Type	Checking
Bank	Citizens Bank, N.A.

ORIGINATOR INFORMATION

Name	Operating Account
ID	[REDACTED]
Type	DDA
Country	US

BENEFICIARY

Name	TNR Holding Group, Inc.
Address 1	690 Sunland Park Drive
City	El Paso
State	TX
Postal Code	79912
Country	US
Account	[REDACTED]

BENEFICIARY BANK

Account Type	Other
Bank Code	113010547
Bank	BBVA USA
City	HOUSTON
Country	US

PAYMENT DETAILS

Refund PODs

AUDIT INFORMATION

	Timestamp	User ID	Company
APPROVED	08/23/2021 01:53:50 AM	POD	BPODCAP
ENTERED	08/23/2021 01:50:57 AM	SHRISH	BPODCAP

Continued

TNR HOLDING GROUP, INC.

PO Box 370023
El Paso, TX 79937

Ricardo71@sbcglobal.net

August 25, 2021

Mr. Deepak Poddar
Pods Health Inc.
100 Park Royal South, Suite 402
West Vancouver, BC V7T 1A2
Canada

SENT BY EMAIL ONLY deepak@podshealth.com

Dear Mr. Poddar:

Attached is a letter from Charles R. Markley making demand on me and TNR Holding Group, Inc. for the return of its \$150,000 paid by Elixir Therapeutics, LLC. That amount was paid for the sale of 100,000 masks. As part of the transaction, TNR sent \$105,000 to Pods Health Inc. We understand that Pods has returned \$5,000 of that sum to TNR.

Since the 100,000 masks were not available for sale to Elixir, we must return the money immediately to Elixir. **Please immediately wire transfer the remaining \$100,000 directly to Elixir.** The wire instructions are:

ABA Routing Number -- 121000248

Bank Name -- Wells Fargo Bank, NA

Address -- 420 Montgomery, San Francisco, CA 94104

Account No. -- [REDACTED]

Beneficiary Name -- Elixir Therapeutics, LLC

*For international wire sent in U.S. dollars or if the currency the wire is being sent in is unknown: SWIFT Code: WFBIUS6S

*For international wire sent in a foreign currency from the initiating bank: SWIFT Code: WFBIUS6WFFX\

Please send this wire transfer immediately today.

Ricardo Blanco Flores



SQUIRE PATTON BOGGS (US) LLP

275 Battery Street, Suite 2600
San Francisco, California 94111-3492
Office: +1.415.954.0200
Fax: +1.415.393.9887
Direct Dial: +1.415.954.0210
e-mail: mark.dosker@squirepb.com

September 7, 2021

VIA E-MAIL

James Elliott / James Elliot / James Davis / Sean McInerney / Sean McNary
Warehouse Holdings, Inc.
725 Atlantic Drive
Jacksonville Beach, Florida 32233

jamesdavisgolf@gmail.com
1987bears69@gmail.com

Ricardo B. Flores and Jose Arras
TNR Holding Group, Inc.
690 Sunland Park Drive
El Paso, Texas 79912

Ricardo71@sbcglobal.net
jshortya@aol.com

Deepak Poddar
PODS Health / PODS USA LLC
3411 Silverside Road, Suite 105
Tatnall Building
Wilmington, DE 19810

Deepak Poddar
PODS Health Inc.
100 Park Royal S #402
West Vancouver, BC V7T 1A2 Canada

deepak@podshealth.com

Rafael Manso
rafamanso8@aol.com

Re: Elixir Therapeutics, LLC

Gentlemen,

I and my law firm represent Elixir Therapeutics, LLC. Elixir's management has communicated with each of you previously. I have written to some of you late last week. Because those separate communications have not yet resulted in the money you stole being fully returned to

Squire Patton Boggs (US) LLP is part of the international legal practice Squire Patton Boggs which operates worldwide through a number of separate legal entities.
Please visit www.squirepattonboggs.com for more information.

September 7, 2021

Elixir, I write this letter to all of you and am copying those counsel who may be associated with you – although at least one has, through a representative of his office, disavowed that, so it is not clear whether any of you (and if so who) are represented by counsel regarding this matter.

Our client's investigation to date shows that together you have stolen \$150,000.00 from Elixir, and that you have stolen other significant amounts from other victims. You have acted with co-conspirators in doing so. Because you have been in communication directly with Elixir's management, we understand that you know full well the matter to which this letter refers. So I need not repeat that here.

The conduct which we understand you have engaged in, according to our client's investigation and the documentary and oral evidence uncovered in it thus far, is not only fraudulent and tortious but constitutes multiple serious crimes under state and federal laws -- among other things, theft and wrongful conversion and wire fraud and racketeering.

Now, some of you yourselves, and attorneys communicating on behalf of some of you, have admitted that you wrongfully took Elixir's money and have represented to Elixir that you are in the process of returning it. And some of those admissions are in writing, copies of which have been provided to me.

As of now, however, Elixir has received back only \$15,000 of its \$150,000 – leaving \$135,000 still to be returned to Elixir. The long Labor Day holiday weekend has now ended. The banks are fully open for business to transmit funds by wire this morning September 7.

We hereby demand that you wire to Elixir its \$135,000.00 immediately and in any event no later than 5:00 p.m. Pacific time Wednesday September 8, 2021.

Elixir's wire transfer information is as follows:

ABA Routing Number -- 121000248

Bank Name -- Wells Fargo Bank, NA

Address -- 420 Montgomery Street San Francisco, CA 94104

Account No. -- XXXXXXXXXX

Beneficiary Name -- Elixir Therapeutics, LLC

◦For international wire sent in U.S. dollars or if the currency the wire is being sent in is unknown: SWIFT Code: WFBIUS6S

◦For international wire sent in a foreign currency from the initiating bank: SWIFT Code: WFBIUS6WFFX\

September 7, 2021

If, however, Elixir's money has not been fully returned to it by 5:00 p.m. Pacific Time tomorrow, and thereby you instead choose to continue your criminal conduct, Elixir will report your criminal conduct to all relevant local, state and federal criminal law enforcement authorities – including the detailed evidence of your criminal conduct.

Elixir fully reserves its rights against you and your co-conspirators.

Very truly yours,



Mark C. Dosker

cc:

Lee G. Kellison, Esq.
599 Atlantic Boulevard, Suite 4
Atlantic Beach, Florida 32233
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Moises A. Saltiel, Esq.
Saltiel Law Group
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moises@saltielawgroup.com



Via E-mail to: mark.dosker@squirepb.com

September 7, 2021

Attn: Mark Dosker, Esq.
Squire Patton Boggs (US) LLP
275 Battery Street, Suite 2600
San Francisco, California 94111-3492

Dear Mr. Dosker:

The undersigned and the Saltiel Law Group represent Pods USA, LLC, Pods Health, Inc, and Mr. Deepak Poddar (collectively referred to as "Pods").

I am in receipt of your correspondence dated September 7, 2021, to several parties alleging certain conspiracies to defraud your client, Elixir Therapeutics, LLC ("Elixir"), from approximately \$150,000.00. I trust you would recognize the relevant letter and transaction and thus should be clear as to what matter I am relating to.

As should be evident from the opening paragraph of this letter, I write to clarify this firm's involvement and representation of Pods and its affiliates and principals. I recognize with the number of parties and attorneys involved it may not be clear who represents whom. From herein forward, please refer to our office any correspondence or communication relating to this matter or my clients.

As to the allegations of Pods' involvement, or that of its affiliates and/or principals, in some sort of conspiracy to defraud your client, or anybody, or in any other criminal wrongdoing, is expressly denied and rejected. Without speaking for any party other than Pods, my clients have not misappropriated any funds relating to the transaction in question.

First, to my clients' knowledge, TNR Holding, not Elixir, deposited \$105,000.00 in connection with the referenced transaction. Whether Elixir deposited additional funds with TNR Holding and what those funds were used, Pods has no knowledge or involvement. Out of the amount deposited, TNR Holding, the issuing party of the initial deposit, received \$5,000.00 back.

Second, as to the \$100,000.00 remaining, Pods has sent formal demand to Warehouse Holdings for the immediate return of the same and is actively working on obtaining return of said amount, without waiver of any further rights. As of the date of this correspondence, Pods has received communication from Warehouse Holdings that it is working on getting the refund of the funds within ten (10) days. Nevertheless, Pods has also issued formal demand to Warehouse Holdings for the return of the funds, or it will initiate legal action to protect its interest.

Thank you for your time and consideration to this matter. Pods looks forward in actively working together to recover the \$100,000.00 deposited by TNR Holdings, and amicably resolving the issue.

Sincerely,

A handwritten signature in black ink, appearing to read "Moises A. Saltiel".

Moises A. Saltiel

cc: Pods USA, LLC
Pods Health, Inc.
Deepak Poddar